#### CONTRACT

### State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000001948 Marlin Environmental Inc DBA Hartigan Co 31 Welch Park Dr Middlesex VT 05602 USA

 Contract ID
 Page

 0000000000000000000016320
 1 of 3

 Contract Dates
 Origin

 11/02/2009 to 11/02/2010
 CP

 Description:
 Contract Maximum

 BGS - PORTABLE RESTROOMS
 \$999,999,999.99

**Contract Status** 

Approved

**Buyer Phone** 

802/828-2215

Phone #: 802-253-0376

	Nov. Doc.	11014	Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	PORTABLE RESTROOM, DAILY RATE	EA	80.00000	0.00	0.00
2	PORTABLE RESTROOM - WEEKLY RATE	EA	80.00000	0.00	0.00
3	PORTABLE RESTROOM - MONTHLY RATE	EA	80.00000	0.00	0.00
4	PORTABLE RESTROOM, HOLIDAY RATE	EA	80.00000	0.00	0.00
5	PORTABLE RESTROOM, ADA DAILY RATE	EA	145.00000	0.00	0.00
6	PORTABLE RESTROOM, ADA WEEKLY RATE	EA	145.00000	0.00	0.00
7	PORTABLE RESTROOMS, ADA MONTHLY RATE	EA	145.00000	0.00	0.00
8	PORTABLE RESTROOM, ADA WEEKEND RATE	EA	145.00000	0.00	0.00
9	PORTABLE RESTROOM, ADA HOLIDAY RATE	EA	145.00000	0.00	0.00
10	PORTABLE RESTROOM, EMERGENCY RATE SAME DAY:\$100.00	EA	100.00000	0.00	0.00
11	PORTABLE RESTROOMS, WEEKEND RATE	EA	80.00000	0.00	0.00

**Buyer Name** 

Pierce, Robert Jr.

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

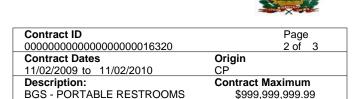
METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

## CONTRACT

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Contract Status

Approved

**Buyer Phone** 

802/828-2215

Vendor ID 0000001948 Marlin Environmental Inc DBA Hartigan Co 31 Welch Park Dr Middlesex VT 05602 USA

Phone #: 802-253-0376

				Unit	Max	Max
Line # Item ID	Item Desc		UOM	Price	Qty	Amt
CANCELLATION:	THE STATE SPECIFICALLY	RESERVES THE RIGHT TO (	CANCEL THE CONTRACT,	OR ANY PORT	ON THEREOF, IF,	
IN THE OPINION	OF ITS COMMISSIONER OF	BUILDINGS AND GENERAL S	SERVICES, THE SERVICES	OR MATERIAL	S SUPPLIED BY	
THE CONTRACTO	OR ARE NOT SATISFACTOR	OR ARE NOT CONSISTENT	WITH THE TERMS OF TH	E CONTRACT		

**Buyer Name** 

Pierce, Robert Jr.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND

PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15 REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: APRIL 1, 10 JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

THE CONTRACTOR WILL ESTABLISH A VERMONT CONTRACT PAGE ON ITS WEB SITE ON WHICH WILL APPEAR THE MOST UP TO DATE PRODUCT PRICING AND OTHER RELEVANT CONTRACT INFORMATION. AS WELL AS LINKS TO PRODUCT INFORMATION.

SCOPE OF CONTRACT: CONTRACTOR TO SUPPLY PORTABLE RESTROOMS TO THE FOLLOWING VERMONT COUNTIES: LAMOILLE, WASHINGTON, CHITTENDEN AND FRANKLIN

CONTRACT PERIOD: NOVEMBER 2, 2009 TO NOVEMBER 2, 2010 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS IF MUTUALLY AGREED UPON BY THE STATE OF VERMONT AND CONTRACTOR.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: ROBERT A. PIERCE, JR SENIOR PURCHASING AGENT 802-828-2215 FAX 802-828-2222 robert.pierce@state.vt.us

## **CONTRACT**

# **State of Vermont**

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000001948 Marlin Environmental Inc DBA Hartigan Co 31 Welch Park Dr Middlesex VT 05602 USA

Contract ID Page 000000000000000000016320 3 of 3 **Contract Dates** Origin 11/02/2009 to 11/02/2010 CP Description: Contract Maximum **BGS - PORTABLE RESTROOMS** \$999,999,999.99 **Buyer Name Buyer Phone Contract Status** Pierce, Robert Jr. 802/828-2215 Approved

Phone #: 802-253-0376

Line #			Item Desc UNDERSIGNED	PARTIES	AGREE	то в	E BOUNI		JOM THIS		Max Qty	Max Amt
By the	STATE C	f VER	MONT				By t	he CC	NTRACT	OR		
Date:_							Date	:				
Signat	ure:						Sign	ature	e:			
Name:_							Name	:				
Title:							Titl	e:				
Email:							Emai	1:				